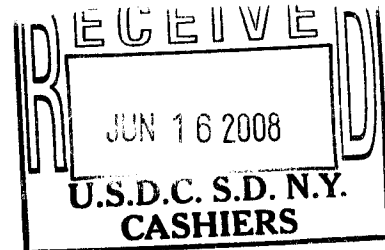


JAMES A. SAVILLE, JR.
HILL RIVKINS & HAYDEN LLP
Attorneys for Plaintiff
Nakajima Steel Pipe Co., Ltd.

45 Broadway – Suite 1500
New York, New York 10006
(212) 669-0600

08 CV 5417



**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X
NAKAJIMA STEEL PIPE CO., LTD.; :

Plaintiff, :

Index No.:

08 CV _____ ()

- Against - :

EVERLIGHT MARINE, INC.; MOUNT :
KERINCI LLC and PT ARPENI PRATAMA :
OCEAN LINE TBK; :

Defendants. :

VERIFIED COMPLAINT

-----X

Plaintiff, Nakajima Steel Pipe Co., Ltd., by and through its attorneys, Hill Rivkins & Hayden LLP, as and for its Verified Complaint against the above-named defendants alleges upon information and belief as follows:

JURISDICTION

1. This is an admiralty or maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure and this Court has jurisdiction pursuant to 28 U.S.C. §1333 in that plaintiff's claim against defendant arises out of the breach of an ocean bill of lading.

THE PARTIES

2. At and during all material times hereinafter mentioned, plaintiff Nakajima Steel Pipe Co., Ltd. (“Nakajima”) was and now is a corporation existing by virtue of foreign law with an address and place of business at 2-2-2 Dojima Kita-Ku, Kintetsu Dojima Bldg., 12th Floor, Osaka 530-0003, Japan and was the owner of the shipment set forth herein. Nakajima purchased the subject shipment on CIF FO terms from PT Krakatau Steel of Jakarta, Indonesia.

3. At and during all material times hereinafter mentioned, defendant Everlight Marine, Inc. (“Everlight Marine”) was and now is a foreign business entity organized and existing by virtue of foreign law with an office and place of business at Wisma BSG, Jalon Abdul Muis No. 40, Central Jakarta 10160, Indonesia.

4. At and during all material times hereinafter mentioned, defendant PT Arpeni Pratama Ocean Line Tbk (“PT Arpeni”) was and now is a foreign business entity organized and existing by virtue of foreign law with an office and place of business at Wisma BSG, 7th Floor, Jalon Abdul Muis No. 40, Central Jakarta 10160, Indonesia.

5. At and during all material times hereinafter mentioned, defendant Mount Kerinci LLC (“Mount Kerinci”) was and now is a foreign business entity organized and existing by virtue of foreign law with an office and place of business at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro Marshall Islands.

6. This action is brought to obtain jurisdiction over the defendants and to obtain security for any judgment that is eventually entered against the defendants.

**As And For A Cause Of Action Against
Defendants Mount Kerinci and Everlight Marine**

7. Plaintiff repeats and realleges the allegations set forth in Paragraphs 1 through 6 as if set forth herein at length.

8. On or about October 26, 2007 there was delivered to defendants Everlight Marine and Mount Kerinci in good order and condition a shipment of hot rolled steel coils suitable in every respect for the intended transport. Defendant Everlight Marine issued bills of lading CGDOMZ-01, CGDOMZ-02 and CGDOMZ-03 pursuant to which defendants undertook to transport the subject shipment from Indonesia to Japan aboard the M/V DEWI PARWATI for certain consideration. True and accurate copies of the bills of lading CGDOMZ-01, CGDOMZ-02 and CGDOMZ-03 are attached hereto as Exhibit 1. As a shipment between Indonesia and Japan, the law of either Japan or Indonesia may govern the liability of said defendants.

9. Upon arrival at Omaezaki Port, Japan on or about November 7, 2007, the subject shipment was found to be damaged.

10. By reason of the premises defendants were negligent and careless the handling of plaintiff's cargo, breached their duties and obligations as common carriers and bailees of the

cargo were otherwise at fault.

11. Plaintiff was the shipper, consignee or owner of said shipment and brings this action on its own behalf and, as agent and trustee, on behalf of and for the interest of all parties who may be or become interested in the said shipment, as their respective interests may ultimately appear, and plaintiff is entitled to maintain this action.

12. Plaintiff has duly performed all duties and obligations on its part to be performed.

13. By reason of the premises, Plaintiff has sustained damages as nearly as same can now be estimated, no part of which has been paid, although duly demanded, in the total amount of \$1,085,604.19.

14. After investigation, defendants Everlight Marine, Inc.; Mount Kerinci LLC and PT Arpeni Pratama Ocean Line Tbk cannot be “found” in this District for purposes of and as delineated in Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims of the Federal Rules of Civil Procedure. Plaintiff is informed that defendants have, or will shortly have, assets within this District, including but not limited to, cash, funds, escrow funds, credits, wire transfer, electronic funds transfers, accounts, letters of credit, freights, sub-freights, charter hire and sub-charter hire, at or being transferred and/or wired to, from or through JPMorgan Chase Bank, Citibank N.A.; American Express Bank, Ltd; Bank of America, Bank of New York, Deutsche Bank; HSB; BNP Paribas; Wachovia Bank; ABN Amro; Standard Chartered Bank; Bank

of Communications; The Bank of East Asia; Bank of China; Shanghai Commercial Bank Ltd.; Bank of India and/or any other garnishee as further investigation may uncover.

**As And For A Cause Of Action For Alter
Ego Liability Against Defendant PT Arpeni**

15. Plaintiff repeats and realleges the allegations set forth in Paragraphs 1 through 14 as if set forth herein at length.

16. The Board of Directors of Defendants Everlight Marine and PT Arpeni share common officers and directors. Specifically, Oenturo Surya is the President Director of both Everlight Marine and PT Arpeni, Andy A. Mallian is the Fleet Director of PT Arpeni and Treasurer of Everlight Marine and Pieter Adamy Setyo is the Secretary of Everlight Marine and Business Director of PT Arpeni. In addition, all these gentlemen sit on the Board of Directors for both Companies. True and accurate copies of the relevant pages of the Public Deed filed by Everlight Marine with the Panamanian authorities and a copy of the printout from PT Arpeni's website are attached hereto as Exhibit 2.

17. Although Everlight Marine issued the subject bills of lading, PT Arpeni directed that the ocean freight for the subject shipment be paid direct to PT Arpeni. Specifically, PT Arpeni issued Invoice No. INVM70001519 dated 30 October 2007 on PT Arpeni letterhead instructing PT Krakatau the shipper/seller of the subject shipment, to remit the ocean freight of \$314,937.40 direct to PT Arpeni. A true and accurate copy of Invoice No. INVM70001519 is

attached hereto as Exhibit 3.

18. As set forth herein, defendant PT Arpeni exercised complete dominion and control over defendant Everlight Marine such that there is no meaningful difference between the entities and defendant PT Arpeni should be considered the alter ego of defendant Everlight Marine and liable for its debts.

19. There are reasonable grounds to conclude that defendant PT Arpeni is the alter ego of defendant Everlight Marine and therefore plaintiff has a valid *prima facie* claim against PT Arpeni based upon alter ego liability.

20. After investigation, defendants Everlight Marine, Inc.; Mount Kerinci LLC and PT Arpeni Pratama Ocean Line Tbk cannot be “found” in this District for purposes of and as delineated in Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims of the Federal Rules of Civil Procedure. Plaintiff is informed that defendants have, or will shortly have, assets within this District, including but not limited to, cash, funds, escrow funds, credits, wire transfer, electronic funds transfers, accounts, letters of credit, freights, sub-freights, charter hire and sub-charter hire, at or being transferred and/or wired to, from or through JPMorgan Chase Bank, Citibank N.A.; American Express Bank, Ltd; Bank of America, Bank of New York, Deutsche Bank; HSB; BNP Paribas; Wachovia Bank; ABN Amro; Standard Chartered Bank; Bank of Communications; The Bank of East Asia; Bank of China; Shanghai Commercial Bank Ltd.; Bank of India and/or any other garnishee as further investigation may uncover.

W H E R E F O R E, plaintiff Salamassi prays:

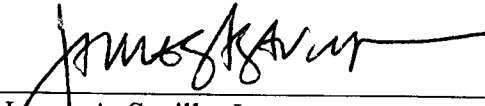
1. That process in due form of law according to the practice of this Court may issue against defendants Everlight Marine, Inc.; Mount Kerinci LLC and PT Arpeni Pratama Ocean Line Tbk citing it to appear and answer the foregoing, failing which, a default will be taken against it for the principal amount of the claim, plus interest, costs and attorneys' fees;

2. That if defendants Everlight Marine, Inc.; Mount Kerinci LLC and PT Arpeni Pratama Ocean Line TBK cannot be found within this District pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, that all assets of defendant Euro-America up to and including **\$1,085,604.19** be restrained and attached, including but not limited to cash, funds, escrow funds, credits, wire transfer, electronic funds transfers, accounts, letters of credit, freights, sub-freights, charter hire, sub-charter hire, at or being transferred and/or wired to, from or through JPMorgan Chase Bank; Citibank N.A.; American Express Bank, Ltd; Bank of America; Bank of New York; Deutsche Bank; HSBC; BNP Paribas; Wachovia Bank; ABN Amro; Standard Chartered Bank; Bank of Communications; The Bank of East Asia; Bank of China; Shanghai Commercial Bank Ltd., Bank of India and/or other garnishees upon who a Writ of Maritime Attachment and Garnishment may be served; and

3. And for such other and further relief as this Court may deem just and proper.

Dated: New York, New York
June 16, 2008

HILL RIVKINS & HAYDEN LLP
Attorneys for Plaintiff
Nakajima Steel Pipe Co., Ltd.

By: 
James A. Saville, Jr.
45 Broadway, Suite 1500
New York, New York 10006
(212) 669-0600

29843/VERIFIED COMPLAINT

VERIFICATION

I, James A. Saville, Jr., hereby affirm as follows:

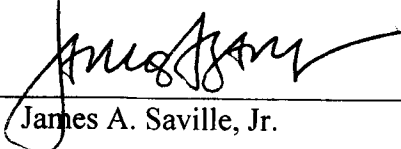
1. I am a member of the firm Hill Rivkins & Hayden LLP, attorneys for plaintiff Nakajima Steel Pipe Co., Ltd. I have prepared and read the foregoing Verified Complaint and know the contents thereof and, the same is true to the best of my knowledge, information and belief.

2. The sources of my knowledge, information and belief are documents provided by our clients and our discussions with them.

3. As plaintiff is a foreign corporation with no offices, officers or directors located within the Southern District of New York, this verification is made by me as counsel of record.

I hereby affirm under the penalty of perjury that the foregoing statements are true and correct.

Dated: New York, New York
June 16, 2008



James A. Saville, Jr.

EVERLIGHT MARINE INC.

Shipper

PT KRAKATAU STEEL
WISMA BAJA 5TH FLOOR
JL GATOT SUBROTO KAV 54
JAKARTA INDONESIA



B/L No.

CGDOMZ-01.

Consignee

TO ORDER OF
RESONA BANK, LTD.,

NON-NEGOTIABLE COPY BILL OF LADING

Notify Party

NAKAJIMA STEEL PIPE CO., LTD.
2-2 2-CHOME DOJIMA KITA-KU OSAKA
JAPAN

SHIPPED on board the ship, the goods as indicated below, in apparent good order and condition unless otherwise stated herein, to be carried to the port of discharge or so near thereto as she may safely go, and there to be delivered in like good order and condition subject to the conditions and exceptions on the face and back hereof. The ship's responsibility shall cease when the goods leave the ship's tackle. Freight to be paid by the shipper in advance, on delivery of the Bill of Lading, in cash without discount, or at destination by the consignee as may be agreed upon and displayed below. (Freight to be considered as earned upon completion of loading, whether the ship sheds the goods lost or not lost at any stage of the entire transit.)

In witness whereof the Master or Agent of the said ship has signed the number of original Bill(s) of Lading stated below, all of this tenor and date, one of which being accomplished, the others to stand void.

Ocean Vessel

Voy. No.

Port of Loading

MV. "DEWI PARWATI"

CIGADING PORT, INDONESIA

Port of Discharge

For Transshipment to (if en-route)

Final destination

(for the Merchant's reference only)

OMAEZAKI, JAPAN

Particulars furnished by the Shipper

Mark & Numbers	No. of Pkgs or Units	Size of Packages or Units	Weight or Measurement	Gross Weight	Measurement
HOT ROLLED STEEL COILS					
270236 LOT : 01					
GRADE : SHAROB 1/S G 3136					
NO.	SIZE	No. of Coils	NET Weight (MT)	GROSS Weight (MT)	
1	18.00MM x 1.980MM x C	31	875.410	875.410	
2	12.00MM x 2.000MM x C	11	312.970	312.970	
TOTAL :		42	1,188.380	1,188.380	
Indicating :					
1. L/C No. : LC-831-235450					
Dated : 07 08 27					
Issued by : RESONA BANK, LTD., TOKYO					
2. CLEAN ON BOARD					
3. SHIPPED ON BOARD OCTOBER 26, 2007.					
4. "FREIGHT PREPAID"					
OR UNITS (IN WORDS)					

PT. BERLIAN LAJU TANKER TM
CABANG BANTEN
INDONESIA

Freight & Charges	Revised Terms	Rate	Per	Place	Collect
Ex. Rate	Prepaid at	Payable at	Place of B/L Issued Date		
	Total Prepaid in Local Currency	Number of Original B/Ls	CIGADING, OCTOBER 26, 2007.		
0		3 (THREE)	PT. BERLIAN LAJU TANKER INC. CABANG BANTEN INDONESIA		

PT. BERLIAN LAJU TANKER TM, AS AGENT
ON BEHALF OF MASTER, MV. "DEWI PARWATI"
Capt. PURNANTO.

EVERLIGHT MARINE INC.

Shipper
PT KRAKATAU STEEL
WISMA BAJA 5TH FLOOR
JL GATOT SUBROTO KAV 54
JAKARTA INDONESIA



B/L No.
CGDOMZ- 03.

Consignee
TO ORDER
SUMITOMO MITSUI BANKING CORPORATION
OSAKA

Notify Party
NARAJIMA STEEL PIPE CO., LTD
NO. 2-2, DOJIMA 2-CHOME KITA-KU
OSAKA JAPAN

NON-NEGOTIABLE COPY BILL OF LADING

SHIPPED on board the ship, the goods as indicated below, in apparent good order and condition unless otherwise stated herein, to be carried to the port of discharge or so near thereto as she may safely get, and there to be delivered in like good order and condition subject to the conditions and exceptions on the face and back hereof. The ship's responsibility shall cease when the goods leave the ship's tackle. Freight to be paid by the shipper in advance, on delivery of the Bill of Lading, in cash without discount, or at destination by the consignee as may be agreed upon and declared below. (Freight to be considered as earned upon completion of loading, whether the ship and/or the goods lost or not lost at any stage of the entire transit.)

In witness whereof the Master or Agent of the said ship has signed the number of original Bill(s) of Lading stated below, all of this tenor and date, one of which being accomplished, the others to stand void.

Origin Vessel
MV. "DEWI PARWATI"
Port of Loading
CIGADING PORT, INDONESIA

Port of Discharge
OMAEZAKI, JAPAN

Particulars furnished by the Shipper

Marks & Numbers		No. of Pkgs or Units		Description of Goods		Gross Weight		Measurement	
				270145 LOT : 01 (2) GRADE : EN400B JIS G 3138 PTSS HRC WHICH IS PRODUCED BY THE AGREEMENT BETWEEN PTSS AND NIS IN AUGUST 10, 2007					
NO.	SIZE			No. of Coils	NET WEIGHT (MT)	GROSS WEIGHT (MT)			
1	22.00	x	1.755 x C	19	480.570	480.570			
2	19.00	x	1.780 x C	30	742.210	742.210			
3	22.00	x	1.555 x C	13	318.710	318.710			
4	19.00	x	1.560 x C	24	597.840	597.840			
5	22.00	x	1.360 x C	8	196.300	196.300			
6	19.00	x	1.370 x C	13	315.920	315.920			
TOTAL:				107	2,651.550	2,651.550			
Indicating:									
1. L/C No. : 518LCS-60650475									
Dated : AUG 27, 2007									
Issued by SUMITOMO MITSUI BANKING CORPORATION									
OSAKA									
2. CLEAN ON BOARD									
3. SHIPPED ON BOARD OCTOBER 26, 2007.									
4. "FREIGHT PREPAID"									
OR UNITS (IN WORDS)									
FREIGHT & CHARGES:									
Revenue Freight									
Tare									
Port									
Demurrage									
Collect									
Payable at									
Place of Shipment				CIGADING, OCTOBER 26, 2007.					
Total Prepaid in Local Currency				3 (THREE)					
Signature of				EVERLIGHT MARINE INC					

PT. BERLIAN LAJU TANKER TB
CABANG BANTEN
INDONESIA

EVERLIGHT MARINE INC.
PT. BERLIAN LAJU TANKER TB
CABANG BANTEN
INDONESIA
AS AGENT
FOR MASTER MR. DEWI PARWATI
CAPT. PURNANTO



Merc
66950
2002

REPUBLICA DE PANAMA
PROVINCIA DE PANAMA

NOTARIA CUARTA DEL CIRCUITO

LIC. CARLOS GARCIA MARTIN

TELEFONOS: 269-1078
264-1364
FAX: 264-8885
CELULAR: 626-8829
691-6387

NOTARIO CUARTO

Via Argentina N°75, El Cangrejo

APARTADO POSTAL 871283
PANAMA 7, PANAMA

COPIA

Escritura No. 4453 DE 26 DE Junio DE 2002

POR LA CUAL se protocoliza el Pacto Social de la sociedad anónima denominada
"EVER LIGHT MARINE INC."

Carlos Garcia Martin

8-428-649

TRAMITADO POR:

QUIJANO & ASSOCIATES
P.O. Box 7284

Panama 5, Panamá.
Telephones: 269-2641/269-2652
Fax: 263-8079/269-2591

QUIJANO & ASSOCIATES
QUIJANO & ASSOCIATES

QUIJANO Y ASOCIADOS
QUIJANO & ASSOCIATES

sociedad son: _____

Sr. OENTORO SURYA, con pasaporte No. K 815335, y domicilio en Jl. Widya Chandra V/23, RT. 008, RW.001, Senayan, South Jakarta, Indonesia. _____

Sr. ANDY ARIFIN MALLIAN, con pasaporte No. K 758220, y domicilio en Taman Surya II-G/2, Kedoya Utara, West Jakarta, Indonesia. _____

Sr. PIETER ADAMY SETYO, con pasaporte No. K 554216 y domicilio en Green Garden Blok B XI/7, Kedoya, West Jakarta, Indonesia. _____

DECIMOTERCERO: — Los primeros dignatarios de la sociedad son: _____

_____ **Sr. OENTORO SURYA** — **PRESIDENTE** _____

_____ **Sr. ANDY ARIFIN MALLIAN** — **TESORERO** _____

_____ **Sr. PIETER ADAMY SETYO** — **SECRETARIO** _____

DECIMOCUARTO: — El Agente Residente de la sociedad es QUIJANO Y ASOCIADOS, abogados, con oficinas en el último piso del Edificio Salduba, ubicado en la Urbanización Obarrio, Ciudad de Panamá, República de Panamá, Apartado Postal siete mil doscientos ochenta y cuatro (7.284), Panamá cinco (5), Panamá, Teléfonos:- doscientos sesenta y nueve-veintiséis-cuarenta y uno (269-2641), doscientos sesenta y nueve-veintiséis-cincuenta y dos (269-2652); Fax:- doscientos sesenta y tres-ochenta-setenta y nueve (263-8079), doscientos sesenta y nueve-veinticinco-noventa y uno (269-2591). _____

DECIMOQUINTO: — Los suscriptores de este pacto social convienen en tomar una (1) acción cada uno. _____

DECIMO SEXTO: — Poder General - El Presidente de la sociedad, **Sr. OENTORO SURYA**, Indonesio, con pasaporte No. K 815335 queda debidamente autorizado y con un mandato expreso de la sociedad para que, en nombre y representación de ésta, acuerde, planifique y lleve a cabo todos los actos y todos los negocios que a su juicio sean convenientes para la buena marcha de la sociedad, incluyendo actos de riguroso dominio. Entre los actos que puede llevar a cabo el apoderado están los siguientes: _____

a) Administrar y tener el control de los negocios de la sociedad, y de los activos y las propiedades de ésta, sean de la clase que fueren. — b) Cobrar su producto y sus rentas y, en nombre de la sociedad, celebrar toda clase de contratos que tengan que ver con la administración de sus bienes, tomar dinero prestado, endosar cheques girados a nombre de

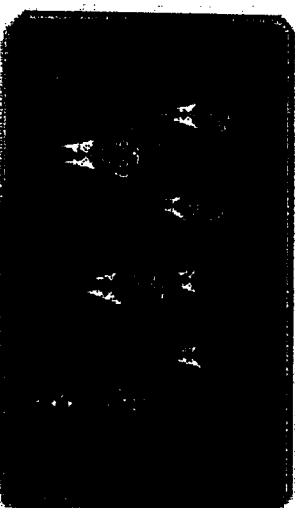
THE

Previous Day Closing Price

Please Enter Password:

蘇子瞻

- : Dentoro Surya
- : Pieter Adamy S
- : Andy A. Mallan
- : Ateng Suhendra
- : Fida Unidjaja
- : Ronald Nanqol



FROM : PENI EXPR

FAX NO. : 62215250137

Apr. 11 2008 12:03PM P1

Kpd. Bp. Luluman
Div. Ulaam

Up - Bpk - Pnandoto



P.T. ARPENI PRATAMA OCEAN LINE Tbk.

WISMA BSG LANTAI 7, JALAN ABDUL MUIS NO. 40
JAKARTA - INDONESIA

TEL : 3503350
FAX : 3845594
TELEX : 45171 LAYARJA
44826 APOLJA
CABLE : ARPRALINBJAKARTA

INVOICE

INVOICE NO. INVM70001519
IN To

INV. DATE : 30 OCTOBER 2007

P.T. KRAKATAU STEEL
WISMA BAJA LT. 5
L. GATOT SUBROTO KAV. 54
AKARTA

DESCRIPTION		CURRENCY USD	
DESCRIPTION		RATE B/L	CHARGE AMT
STEEL VOY POL FOD			
STEEL	7,844.0200	36.50	286,306.73
T MV DEWI PARWATI V07075 CIGADINO - OMAEZAKI			
TOTAL			
VAT 10%		USD	286,306.73
GRAND TOTAL		USD	314,937.40

USD THREE HUNDRED FOURTEEN THOUSAND NINE HUNDRED THIRTY-SEVEN AND 40/100.

COMMENT**

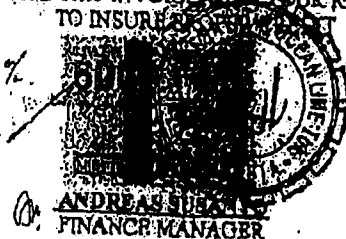
DAVD : 10/23/07 10/26/07
LOADING DATE : 10/23/07
TERM OF PAYMENT : 7 DAYS
DUE DATE : 11/02/07

PLEASE REMIT FULL AMOUNT BY TT TO :

Bank International Indonesia
Jl. MH Thamrin, Jakarta-Indonesia
AC. No. 2.003.109478 (USD)
TEVIFT CODE: IBBKIDJA

IN FAVOUR OF P.T. ARPENI PRATAMA OCEAN LINE

PLEASE STATE THIS INVOICE IN YOUR REMITTANCE/PAYMENT
TO INSURE



E & OE

TOTAL P.01